

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS  
AND THE CITY OF HIDALGO**

This Interlocal Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2018 and entered into by and between City of Hidalgo, Texas (the “City”), and Hidalgo County acting by and through the Hidalgo County Urban County Program (“Program”) pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSTH**

**WHEREAS**, County and City in accordance with Chapter 332 of the Local Government Code desire to construct a recreational facility in Valle Alto Park located in the City of Hidalgo, Texas.

**WHEREAS**, Hidalgo County Precinct 2 receives Community Development Block Grant (“CDBG”) from the Hidalgo County Urban County Program (the “Program”);

**WHEREAS**, Hidalgo County Precinct 2 may use CDBG funds for qualifying projects within non-entitlement municipalities;

**WHEREAS**, City is a non-entitlement City;

**WHEREAS**, County and City desire to construct a recreational facility (“Facility”) in City’s Valle Alto Park for the use of City and County residents (the “Project”); and

**WHEREAS**, following construction of the Facility, City agrees to operate and maintain the Facility.

**NOW THEREFORE**, for and in consideration of the agreement of the County to construct the Facility on City’s Park and other good and valuable consideration County and City agree as follows:

1. County agrees to provide all engineering plans and specifications through a third-party engineer for the design of the Facility. City after review of such construction plans and specifications shall authorize County to proceed with construction of the Facility.

2. County agrees to construct by its own forces or third-party contractor(s) the Facility to the extent of Precinct 2 available CDBG funding and an amount of Precinct 2 funds.

3. Upon completion of construction and acceptance of the Facility by City, City shall take ownership and be responsible for operating and maintaining the Facility as well as any and all expenses relating to the Facility as a public recreational facility for no less than twenty-five years.

4. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

5. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

7. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

8. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Hidalgo: City of Hidalgo, Texas  
Attention: Sergio Coronado, Mayor  
704 E. Ramon Ayala Road  
Hidalgo, Texas 78572

If to County: Hidalgo County  
Attention: Ramon Garcia, County Judge  
100 N. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

With copy to: Commissioner, Precinct 2  
Attention: Eduardo "Eddie" Cantu  
300 West Hall Acres, Suite G  
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

15. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each party hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

17. **Immunities.** It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**HIDALGO COUNTY**

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**CITY OF HIDALGO, TEXAS**

ATTEST:

\_\_\_\_\_  
Denise Elliff, City Secretary

By: \_\_\_\_\_  
Sergio Coronado, Mayor

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain

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**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project (the "Project") whereby City of Hidalgo and County desire to construct a recreational facility ("Facility") in City's Valle Alto Park for the use of City and County residents (the "Project"); described in an Interlocal Cooperation Agreement (the "Interlocal Agreement") between the City of Hidalgo and Hidalgo County, through the Interlocal Cooperation Agreement to be entered into between Hidalgo County and City of Hidalgo, Texas.

By vote on \_\_\_\_\_ 2018 the Hidalgo County Commissioners Court has approved the Project identified above.

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By: \_\_\_\_\_  
Stephen L. Crain